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05-00

AGREEMENT

BETWEEN

Cape May County Board of Chosen Freeholders
CAPE MAY COUNTY,

COUNTY PROSECUTOR OF THE COUNTY OF CAPE MAY

AND

P.B.A. LOCAL 59

POLICE BENEVOLENT ASSOCIATION

(Detectives and Investigators)

COVERING THE PERIOD

X JANUARY 1, 1982 THROUGH
DECEMBER 31, 1983

RECEIVED

CLERK'S OFFICE

JUN 22 1983

BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, N. J.

PREAMBLE

This Agreement, entered into this 28 day of June, 1983, by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey, hereinafter called the "County", and the COUNTY PROSECUTOR OF THE COUNTY OF CAPE MAY, hereinafter called the "Prosecutor", and "P.B.A. LOCAL 59, POLICE BENEVOLENT ASSOCIATION," hereinafter called the "P.B.A." or "Association," represents the complete and final understanding on all the bargainable issues between the parties.

ARTICLE ONE

PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, etc.), of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the parties; to prescribe the respective rights and duties of the parties; and to provide for the resolution of legitimate grievances, all in order that the public service and law enforcement shall be expedited and effectuated in the best interests of the peoples of the County of Cape May.

ARTICLE TWO

RECOGNITION

The County and the Prosecutor hereby recognize Local 59 Policeman's Benevolent Association, as the sole and exclusive collective bargaining representative for all regular full-time employees holding the title of County Detective, County Investigator and County Detective-Captain, and employed by the Cape May County Prosecutor's Office for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employees Relations Act of the State of New Jersey and all other applicable law.

All professional employees, confidential employees and managerial executives (such as Chief of Detectives) are specifically excluded from this contract.

ARTICLE THREE

MANAGEMENT RIGHTS

A. The parties acknowledge that the Prosecutor is vested with the right and responsibility under the Laws of the State of New Jersey to manage the Cape May County Prosecutor's Office to include the following rights:

1. To determine the standards of service to be provided by the Cape May County Prosecutor's Office;
2. To maintain the efficiency and effectiveness of the Cape May County Prosecutor's Office;

3. To determine the standards and qualifications for employment of all employees;

4. To discipline employees according to law including suspension, demotion, termination or other appropriate disciplinary action;

5. To direct the activities of all employees including content of work assignment;

6. To generally exercise complete control over the organization and operation of the Cape May County Prosecutor's Office.

B. Nothing contained herein shall be construed to deny or restrict the County of its powers, rights, authority, duties, and responsibilities under the Laws of the State of New Jersey.

ARTICLE FOUR DEFINITIONS

The following words and terms, when used in this contract, shall have the following meanings, unless the contents clearly indicates otherwise:

Permanent employee - means an employee who has acquired Civil Service permanent status in his position after the satisfactory completion of a working test period.

Temporary employee - means persons hired in cases of emergency only for a period of not more than two (2) months, which two (2) month period.

of employment may be extended for a maximum of an additional two (2) months if the emergency is shown to continue.

Provisional appointment - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Part-time employee - an employee whose regular hours of duty are less than the regular and normal work week for the class or agency.

Seasonal - employees which are hired for the same short period of time during the year.

Retired employees - employees who retire from a State administered retirement system.

Dependents - include employee's spouse and any employee's unmarried children (including any step children, legally adopted children and foster children dependent upon employee for complete support and maintenance and who have been reported for insurance from birth until 19 years of age or 23 years of age if a full-time student attending an accredited college. Persons insured as employees are not included as dependents.

Immediate family - means father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Overtime - means all hours worked in excess of normal scheduled hours.

Grant employee - means persons who are employed to fill positions funded wholly or at least 50 percent by State or Federal grants.

C.E.T.A. employees - means persons who are hired to fill positions funded by the Federal Comprehensive Employment Training Act.

Anniversary date - date of hire or date of most recent title change or promotion.

ARTICLE FIVE

GRIEVANCE PROCEDURE

A. Definition.

The term grievance as used herein means any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions of employment of an employee.

B. Purpose.

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

3. Any grievance may be raised by any employee or by the Association.

B. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof by submitting his grievance in writing within ten (10) working days after its occurrence to the P.B.A. representative and with a copy to the Prosecutor and Chief of County Detectives. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief for the purpose of resolving the matter informally. Failure to file his grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.

(b) The Chief of County Detectives shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached with the Chief of County Detectives, the employee may appeal his grievance to the Prosecutor within ten (10) working days following

receipt by the employee of the written determination of the Chief. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Prosecutor.

(b) The Prosecutor shall render a written decision within ten (10) working days from his receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance. The Prosecutor's decision shall conclude the grievance procedure, except for grievances involving interpretation and application of the provisions of this contract.

C. Grievances affecting the interpretation and application of the provisions of this contract not settled through Steps 1 and 2 may be referred to the Public Employment Relations Commission within ten (10) days after the determination by the Prosecutor. An arbitrator shall be selected pursuant to the rules of P.E.R.C., however, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Prosecutor. In the event the aggrieved employee elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs may have been incurred in the processing of the case to arbitration. The decision of the arbitrator shall be final and binding upon both parties, however, the arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The costs for the services of the arbitrator shall be borne equally by the County and the Association. Any additional costs shall be paid by the party incurring same.

D. Nothing herein shall prevent any employee from processing his own grievance, provided representatives of the P.B.A. may be present at

such hearings and provided further that no settlement with any such employee shall violate this Agreement.

ARTICLE SIX

VEHICLES

A. All new vehicles assigned to Prosecutor's Office will be standard size vehicles (no compacts). Specifications for such vehicles shall be comparable to the Specifications for police vehicles as determined by the Department of Law and Public Safety of the State of New Jersey. The County and the Prosecutor agree to review and discuss such specifications with the Association prior to soliciting bids for any new vehicles.

B. All new vehicles hereafter purchased or assigned to Prosecutor's Office shall be air conditioned and contain AM radios.

C. It shall be the responsibility of each Detective or Investigator to immediately report any defective vehicle to their immediate supervisor.

D. In the event the Prosecutor or his designee determines that a vehicle is in unsafe operating condition, said vehicle shall be removed from service and repaired.

E. It shall be the obligation of the Detective or Investigator assigned to a vehicle to keep same in good operating condition and to see that preventative maintenance is performed periodically.

ARTICLE SEVEN

P.B.A. REPRESENTATIVES.

A. Accredited representatives of the P.B.A. may enter the County facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.B.A. decides to have its representative enter the County facilities or premises, it will request such permission from the Prosecutor or his designee, and such permission will not be unreasonably withheld, provided there should be no interferences with the normal operations of the business of the Prosecutor's Office or normal duties of its employees.

B. One (1) P.B.A. Representative may be elected to represent the P.B.A. in grievances with the Prosecutor. Each department shall elect its steward and the P.B.A. shall furnish the Board of Chosen Freeholders and Prosecutor with a list of Representatives. There shall be one Chief Representative who shall be elected by the committee of the Local P.B.A.

C. The County and the Prosecutor agree to give time off the job with pay for P.B.A. Representatives performing their Union duties. The P.B.A. agrees to take all steps necessary to insure that this time is within reasonable limits and does not conflict with the representative's office responsibilities.

D. Pursuant to N.J.S.A. 11:26C-4, the Prosecutor agrees to grant a leave of absence with pay to the duly authorized representative of P.B.A. Local 59, Police Benevolent Association, to attend any state or

national convention of such organization. A certificate of attendance to the state or national convention shall be submitted by the representative so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

ARTICLE EIGHT

HOURS AND OVERTIME

A. For all employees in the Prosecutor's Office who hold the title of Investigator and Detective, the work day shall be eight (8) hours per day, forty (40) hours per week, which may be scheduled Monday thru Friday inclusive. The time taken for meals will not be counted as part of the eight (8) hour day.

B. Hours worked over eight (8) hours in any day or forty (40) hours in any given week shall constitute overtime. Overtime will be compensated for at the rate of one and one-half (1 1/2) the straight time rate. Further, all hours worked on Sundays or Holidays shall be compensated for at the rate of one and one-half (1 1/2) the straight time rate. Overtime will be compensated in one-half (1/2) hour units, fractional portions being counted as a full half (1/2) hour except that no payment will be made for an initial period of less than fifteen minutes.

C. Employees hereunder may request to be paid for earned overtime by taking compensatory time off in place of paid overtime. Any such

request is subject to the approval of the Prosecutor which approval shall not be unreasonably denied. Any compensatory time earned shall be used within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Prosecutor and the Board of Freeholders.

D. An employee required to stand-by, on call, during the sixty-five hour weekend period shall be compensated as follows: one day compensation time to be taken during the following two weeks or one day's pay at existing pay rate of that employee. In the event any such employee is called in for actual duty during this stand-by period he shall receive additional compensation at the rate of one-half ($1/2$) of his regular hourly rate for the first eight (8) hours actually worked after being called out. Thereafter, such employee shall be compensated at the rate of time and one-half ($1\ 1/2$) for all hours actually worked in excess of eight (8) hours.

E. An employee required to stand-by, on call, during any three or four day holiday weekend shall be compensated as follows: two days compensation time to be taken during the following two weeks or two days pay at existing pay rate of that employee. In the event any such employee is called in for actual duty during this stand-by period, he shall receive additional compensation at the rate of one-half ($1/2$) of his regular hourly rate for the first sixteen (16) hours actually worked after being called out. Thereafter, such employee shall be compensated at the rate of time and one-half ($1\ 1/2$) for all hours actually worked in excess of sixteen (16) hours.

F. A person called in on an emergency basis, on a holiday or weekend, who was not assigned stand-by duty, shall be compensated at time and one-half (1 1/2) for period worked.

G. When emergency call-in work extends into the normal work day, the hours which fall within the normal work hours shall be compensated for at straight time.

H. Overtime shall be payable only in accordance with the following provision: The County agrees to allocate an Overtime Fund for the employees of the Prosecutor's office covered by this contract equal to \$4,000.00 per covered employee. Any one individual employee who has earned overtime may be permitted to draw and receive up to a maximum of \$5,000.00 from the total allocated fund. In no event shall the County be obligated to allocate or pay a total sum greater than \$4,000.00 per each employee in this Unit.

All overtime shall be subject to authorization of the prosecutor.

I. Overtime shall not be restricted from any person by reason of their job assignment, rank or length of employment.

ARTICLE NINE

HOLIDAYS

A. The following holidays shall be recognized:

- | | |
|---------------------------|--------------------------------|
| 1. New Year's Day | 9. Columbus Day |
| 2. Martin Luther King Day | 10. Veteran's Day |
| 3. Lincoln's Birthday | 11. General Election Day |
| 4. Washington's Birthday | 12. Thanksgiving Day |
| 5. Good Friday | 13. Day after Thanksgiving Day |
| 6. Memorial Day | 14. Christmas Day |
| 7. Independence Day | 15. Three Administrative Days |
| 8. Labor Day | |

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid at the rate of one and one-half the straight time rate for the actual hours worked on the holiday.

Employees who are scheduled to work on the recognized days noted in this article shall be given a day off with pay at a later date in accordance with departmental rules established in Article TWENTY.

C. Whenever a holiday recognized in this Article is decreed to be a normal work day by an official of the State or County Courts, the employee so scheduled shall be granted a day off with pay at a later date within the calendar year.

D. Holidays which fall on Saturday will be celebrated on the preceding Friday. Holidays which fall on Sunday will be celebrated on the following Monday.

E. Administrative days are to be used by the employee for personal reasons and subject to the following conditions: An administrative day shall be granted by the Prosecutor upon three (3) days prior written

request of the employee submitted to the Prosecutor or his designee. Said request shall be granted, at the discretion of the Prosecutor so long as the employee's absence can be granted without interference with the proper conduct of the department. Administrative days shall not accumulate, but must be used in the calendar year.

ARTICLE TEN

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to ten (10) years of service; fifteen (15) working days vacation after the completion of ten (10) years and after fifteen (15) years and up to twenty (20) years of service, seventeen (17) days vacation; after twenty (20) years of service, twenty (20) working days vacation; and after twenty-five (25) years of service, twenty-five (25) working days vacation. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

ARTICLE ELEVEN
HEALTH BENEFIT PROGRAM

The County shall provide a Health Benefit Program which shall include the same benefits as provided to general category employees of the County represented by Local 1983, I.B.P.A.T. The parties acknowledge that such benefits have been provided to the employees covered hereunder and that no retroactive benefits are to be implemented under this agreement.

Upon the signing of this agreement the parties acknowledge that the Health Benefit Program in effect shall include the following coverages or their equivalent:

A. The County will provide the Blue Cross and Blue Shield of New Jersey Hospital-Surgical-Medical (Series 1420) Program Benefits and Major Medical Program Benefits as generally described in booklets published by Blue Cross and Blue Shield of New Jersey, which summarize the benefits and essential features of the Programs. These booklets are not contracts. They contain only a general description of employee benefits under the Hospitalization and Major Medical Programs. These benefits are subject to the terms, conditions and limitations of the Master Contract issued to Cape May County by Hospital Service Plan of New Jersey (New Jersey Blue Cross Plan) and Medical-Surgical Plan of New Jersey (New Jersey Blue Shield), and to the provision of the applicable State Laws.

B. The Major Medical coverage to be provided shall be modified as soon as reasonably practicable after the signing of this Agreement to provide for 100% coverage after an initial \$100.00 deductible with a maximum of \$50,000.00. Every effort will be made to secure the coverage within ninety (90) days of the signing of this Agreement.

C. The County shall continue to provide eye care coverage for all employees and their dependents covered under this Agreement.

D. The County shall continue to provide a Prescription Insurance Plan (\$1.00 Co-Pay) for employees and dependents covered under this Agreement.

E. The County shall continue to provide a disability coverage insurance plan with benefits as currently provided.

F. The County shall provide each employee with life insurance coverage in the amount of \$5,000.00.

G. The County shall provide a Full Family Dental Care Plan.

H. The County agrees to pay the full cost of premiums for the health benefit coverages provided under this Article for and during the term of this Agreement.

I. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees until the death of an employee, as soon as the law permits. (At present, the law allows only those with twenty-five (25) years of service to receive this benefit.)

J. The County shall provide a total of \$1,000,000.00 (One Million Dollars) false arrest insurance. This insurance shall cover error in judgment and civil rights violations.

ARTICLE TWELVE

SICK LEAVE

Section 1. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee or death in the immediate family. For the purposes of this Article, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

Section 2. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any fulltime employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

Section 3. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, the Prosecutor or his designee shall be notified prior to the employee's starting time.

a. Failure to so notify the Prosecutor or his designee may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section 4. Certification of Sick Leave.

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness. Any abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

3. The County and/or the Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

Section 5. Part-Time Sick Leave.

Part-time employees shall receive sick leave credit allowance on a proportionate basis. One (1) sick leave day will be earned for each seventeen (17) days worked. The maximum sick leave days that can be earned is fifteen (15) days per year. Any vacation sick leave, or administrative leave days that have been earned and used are included in the seventeen (17) day total referred to above.

Section 6. Sick Leave Payment at Retirement.

At retirement, the County agrees to pay each employee an amount equal to 50% of all accrued and unused sick leave up to a maximum payment of \$12,000.

ARTICLE THIRTEEN

DISABILITY LEAVE

Whenever an employee hereunder is disabled through injury or illness as a result of or arising from his employment as evidenced by a certificate of a County-designated physician or physician acceptable to

the County, he shall be granted, in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay as may be reasonably required, as evidenced by a certificate of the County-designated physician or physician acceptable to the County, for the period during which worker's compensation payments are allowed. All benefits shall cease upon receipt of a determination that the employee is permanently disabled and will not return to work.

Disability Payments hereunder shall not be withheld pending receipt by the County of the aforementioned certificate but in no event shall the County be obligated to make disability payments in excess of the employee's accumulated sick leave unless and until aforementioned certificate has been submitted to the County.

During the period in which full salary or wages of an employee on disability leave is paid by the County, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the County by the insurance carrier or the employee.

Whenever the County-designated physician or physician acceptable to the County, shall report in writing that the employee is fit for work, such disability leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on County work, shall continue to accrue sick leave credits while he remains on the payroll.

ARTICLE FOURTEEN

FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family up to a maximum of three (3) days. Funeral leave shall commence upon notification of death and shall terminate the day following interment.

B. Immediate family for the purposes of this Article shall be defined as spouse, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchildren.

C. Request for funeral leave shall be subject to the approval of the Prosecutor. Such approval shall not be unreasonably denied.

ARTICLE FIFTEEN

SALARIES AND COMPENSATION

A. The wages for employees hereunder shall be as provided in "Schedule A" attached hereto and made a part hereof. All wages shall be authorized by an appropriate resolution to be adopted by the County. The wages outlined in accordance with "Schedule A" attached hereto shall be the wages paid to all employees employed as of the date of the signing of this Agreement, and whose names appear on said "Schedule A".

There shall be no Salary Guide for employees covered under this Agreement. New employees shall be hired at a salary established by the Prosecutor after consultation with the County. Any employee hired during 1983 shall not receive an additional wage increase during the term of this Agreement.

B. Wages paid to employees hereunder shall be retroactive to January 1 of each respective year of this Contract, as set forth on "Schedule A." Any sums received by employees in excess of their December 31, 1981 base salary because of the payment of increments or any other reason shall be deducted from any retroactive pay due or salary adjustment to be made.

ARTICLE SIXTEEN

LONGEVITY

A. The following longevity plan shall be maintained by the County which is based upon employee's length of continuous and uninterrupted service with the County:

1. Five (5) years of service - 2 percent longevity based upon employee's base salary.
2. Ten (10) years of service - 4 percent
3. Fifteen (15) years of service - 6 percent
4. Twenty (20) years of service - 8 percent
5. Twenty-five (25) years or more of service - 10 percent
6. Thirty (30) years or more of service - 12 percent
7. Forty (40) years or more of service - 14 percent.

B. Deputy pay shall be included in the compensation of longevity.

C. Longevity pay shall be computed as of January 1, in the year that the employee reaches their fifth (5th) anniversary of employment..

D. Credit shall be given for time served in Municipal, County or State Agencies having criminal law enforcement powers under the laws of the State of New Jersey. Time served shall be defined as the period between the inception of such employment to the termination of that employment.

E. The policy as stated in Section "D" above shall be administered in matters of vacation, sick leave and longevity pay only.

ARTICLE SEVENTEEN

SHIFT DIFFERENTIAL

During the tenure of this agreement, there shall be no shift differential provided in any departments covered by this agreement.

ARTICLE EIGHTEEN

CLOTHING ALLOWANCE

Clothing Allowance for each employee will be provided in the form of payment of four hundred (\$400.00) dollars per year and shall be made by the submission of the proper vouchers by the employee after adoption of the annual County budget. Effective January 1, 1983, the clothing allowance shall be increased to \$475.00.

ARTICLE TWENTY-ONE

NO-STRIKE PLEDGE

A. The P.B.A. covenants and agrees that during the term of this agreement, neither the P.B.A. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County and/or the Prosecutor's Office. The P.B.A. agrees that any such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any P.B.A. member shall entitle the County and/or the Prosecutor to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Civil Service Law where applicable.

C. The P.B.A. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County or the Prosecutor's Office.

D. Nothing contained in this agreement shall be construed to limit or restrict the County or the Prosecutor in their right to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the P.B.A. or its members.

ARTICLE TWENTY-TWO

NON-DISCRIMINATION

A. There shall be no discrimination by the parties hereto against an employee on account of race, color, creed, sex, age, marital status, or natural origin.

B. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint, or coercion by the County or the Prosecutor or any of their representatives against any of the employees covered under this agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this agreement who are not members of the Union.

ARTICLE TWENTY-THREE
SEPARABILITY AND SAVINGS

If any provisions of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE TWENTY-FOUR
FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE TWENTY-FIVE
DEDUCTIONS FROM SALARY

The County agrees to deduct from the salaries of its employees subject to this agreement, dues for the P.B.A. The P.B.A. will provide the necessary "check-off authorization" form and deliver the signed forms to the County Comptroller. If during the life of this agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the County, written notice prior to the effective date of such change. The P.B.A. shall indemnify, defend and save the County harmless against any and all claims, demands suits or other forms of liability that shall arise out of or by reason of action taken in the County in reliance upon salary deduction authorization cards submitted by the P.B.A. to the County.

ARTICLE TWENTY-SIX.

TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 1982 to December 31, 1983. This agreement shall continue in full force and effect from year to year thereafter, unless any party gives notice to other parties, in writing, at least one hundred eighty (180) days prior to the expiration date of this agreement, of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

P.B.A. LOCAL #59
POLICE BENEVOLENT ASSOCIATION

By: 

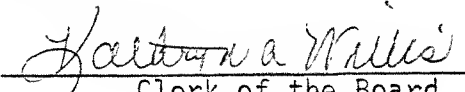
Attest:

THE COUNTY OF CAPE MAY
BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY

By: 

Director

Attest:


Clerk of the Board

PROSECUTOR, COUNTY OF CAPE MAY

By: 

Prosecutor

"SCHEDULE A"

SCHEDULE OF WAGES

<u>NAME</u>	<u>1981 SALARY</u>	<u>1982 INCREASE</u>	<u>1982 SALARY</u>	<u>1983 INCREASE</u>	<u>1983 SALARY</u>
CAPIZZI	\$17,000.	\$1,900.	\$18,900.	\$1,800.	\$20,700.
RYBICKI	17,000.	1,900.	18,900.	1,800.	20,700.
PITTS	18,800.	1,800.	20,600.	1,500.	22,100.
NELSON	22,525.	1,500.	24,025.	1,600.	25,625.
PIERCE	23,203.	1,500.	24,803.	1,600.	26,403.
VADEN	25,245.	1,500.	26,745.	1,600.	28,345.
BRENNAN*	25,245.	1,500.	26,745.	1,600.	28,345.
ELWELL	27,045.	1,500.	29,895.	No longer in group	

*Terminated employment March 24, 1983

Note:

Employees newly hired in 1983 shall not receive any increase during the year 1983.